

Agency for International Development

§ 233.02

By:
Name:
Title:
Dated:

PART 233—HASHEMITE KINGDOM OF JORDAN LOAN GUARANTEES ISSUED UNDER THE FURTHER CONTINUING APPROPRIATIONS ACT, 2013, DIV. F, PUB. L. 113- 6—STANDARD TERMS AND CON- DITIONS

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APPENDIX A TO PART 233—APPLICATION FOR COMPENSATION

AUTHORITY: Title III of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2012, Division I, Pub. L. 112-74, as applied to fiscal year 2013 funding by section 1706(j) of the Further Continuing Appropriations Act, 2013, Division F, Pub. L. 113-6.

SOURCE: 78 FR 64175, Oct. 28, 2013, unless otherwise noted.

§ 233.01 Purpose.

The purpose of the regulations in this part is to prescribe the procedures and standard terms and conditions applicable to loan guarantees issued for the benefit of the Borrower, pursuant to Title III of the Department of State, Foreign Operations, and Related Programs Appropriations Act, 2012, (Div. I, Pub. L. 112-74) as applied to fiscal year 2013 funding by section 1706(j) of the Further Continuing Appropriations Act, 2013, (Div. F, Pub. L. 113-6). The loan guarantees will be issued as provided herein pursuant to the Loan

Guarantee Agreement, dated August 14, 2013, between the United States of America and the Hashemite Kingdom of Jordan (the “Loan Guarantee Agreement”). The loan guarantee will apply to sums borrowed during a period beginning on the date that the Loan Guarantee Agreement enters into force and ending thirty days after such date, not exceeding an aggregate total of one billion, two hundred and fifty million United States Dollars (\$1,250,000,000) in principal amount. The loan guarantees shall insure the Borrower’s repayment of 100% of principal and interest due under such loans. The full faith and credit of the United States of America is pledged for the full payment and performance of such guarantee obligations.

§ 233.02 Definitions.

Wherever used in the standard terms and conditions set out in this part:

Applicant means a Noteholder who files an Application for Compensation with USAID, either directly or through the Fiscal Agent acting on behalf of a Noteholder.

Application for Compensation means an executed application in the form of Appendix A to this part which a Noteholder, or the Fiscal Agent on behalf of a Noteholder, files with USAID pursuant to § 233.08.

Borrower means the Hashemite Kingdom of Jordan.

Business day means any day other than a day on which banks in New York, NY are closed or authorized to be closed or a day which is observed as a federal holiday in Washington, DC, by the United States Government.

Date of application means the date on which an Application for Compensation is actually received by USAID pursuant to § 233.15.

Defaulted payment means, as of any date and in respect of any Eligible Note, any Interest Amount and/or Principal Amount not paid when due.

Eligible note(s) means [a] Note[s] meeting the eligibility criteria set out in § 233.04.

Fiscal Agency Agreement means the agreement among USAID, the Borrower and the Fiscal Agent pursuant to which the Fiscal Agent agrees to provide fiscal agency services in respect of